## UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al., : 08-13555 (JMP)

Debtors. : (Jointly Administered)

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#### NOTICE OF TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: Stichting Waardepot Finvestor ("Transferor")

Mallebaan 70 II 3581 CV Utrecht The Netherlands

2. Please take notice that the transfer of your claim against LEHMAN BROTHERS HOLDINGS INC., et al, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 53216 (attached as Exhibit A hereto), has been transferred to:

Barclays Bank PLC ("<u>Transferee</u>") 745 Seventh Avenue New York, NY 10019 Telephone: (212) 412-2865

Email: daniel.crowley@barclayscapital.com daniel.miranda@barclayscapital.com

An executed "Evidence of Transfer of Claim" is attached as <u>Exhibit B</u> hereto. All distributions and notices regarding the claim should be sent to the Transferee as provided in <u>Exhibit C</u> hereto.

- 3. No action is required if you do not object to the transfer of your claim. However, IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:
- -- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York Attn: Clerk of Court Alexander Hamilton Custom House One Bowling Green New York, NY 10004-1408

-- SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE

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	Refer to INTERNAL CONTROL NO in your objection and any further correspondence related to this transfer.  If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT CLY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON RECORDS AS A CLAIMANT IN THIS PROCEEDING.
	CLERK
FOR	CLERK'S OFFICE USE ONLY:
This n	otice was mailed to the first named party, by first class mail, postage prepaid on, 2009
INTE	RNAL CONTROL NO
Copy:	(check) Claims Agent Transferee Debtors' Attorney
	Deputy Clerk

## EXHIBIT A

[Proof of Claim]

United States Bankrupto	y Court/Southern	District of New Yo	ork	LEUMAN SE	CUDITIES DO	CRAME
Lehman Brothers Holdin c/o Epiq Bankruptcy Sol- FDR Station, P.O. Box 5 New York, NY 10150-50	utions, LLC 076	ing Center			OF OF CLAIM	GRAWS
In Re: Lehman Brothers Holdin Debtors.		Chapter 11 Case No. 08-13555 (Jointly Administe		FSA	W I WEST TO THE	
Note: This form may based on Lehman Pr http://www.lehman-	ograms Securi	ties as listed on		THIS SPACE	CT 2 8 2009  IS-FOR-COURT USE OF INNUPTOY SOLUTIONS, LLC	NLY
Name and address of Cre Creditor)  Goed hart  Postbus 299 2400 AGA  Netherland Telephone number: +31  Name and address where	Partici phen ac 12423923En	paties f an den R nail Address: M.V	3.V. Ign Jandriel@o		Check this box to in claim amends a previous  Court Claim Number: (If known)  Filed on:  Check this box if you anyone else has filed a p	ou are aware that
	1744	orana were warenesses			relating to your claim. A statement giving particu	
Programs Securities as o and whether such claim i dollars, using the exchan	ount of your claim f September 15, 20 natured or became ge rate as applicable with the claim a	008, whether you over fixed or liquidated on September 15 mounts for each Le	wned the Lehman Pro before or after Septe 5, 2008. If you are filin hman Programs Secur	grams Securities on Septer or 15, 2008. The claim	the amount owed under symber 15, 2008 or acquired amount must be stated in to more than one Lehman lates.	them thereafter, United States
			r other charges in add	tion to the principal amou	int due on the Lehman Proj	grams Securities.
2. Provide the Internat this claim with respect to which this claim relates.	ional Securities Id more than one Le	entification Numbe ehman Programs Se	r (ISIN) for each Lehr curity, you may attack	nan Programs Security to a schedule with the ISIN	which this claim relates. I s for the Lehman Programs	f you are filing
International Securities	Identification N	umber (ISIN): X	70210435	(Required)		
appropriate (each, a "Blo from your accountholder	cking Number") f (i.e. the bank, bro	or each Lehman Pro ker or other entity t	ograms Security for w that holds such securit	hich you are filing a claim ies on your behalf). If you	depository blocking refere n. You must acquire a Bloc u are filing this claim with Programs Security to whice	cking Number respect to more
number:	1000		etronic Instruction R	eference Number and or	other depository blocking	ng reference
(	0052610	)	(Required)	20112-01-02-2-1-1-1-1-1-1-1-1-1-1-1-1-1-		
you are filing this claim.	You must acquire	e the relevant Clears	stream Bank, Euroclea	ir Bank or other depositor	our Lehman Programs Secu y participant account numbers should not provide their	per from your
S 690 50 42	W. C.	tream Bank or Otl	her Depository Parti (Required)	cipant Account Number:		
5. Consent to Euroclean consent to, and are deem disclose your identity an reconciling claims and d	ed to have authori d holdings of Lehr istributions.	zed, Euroc man Progra	Pepository: By filir Filed: USBC - Southern Distri Lehman Brothers Holdings 08-13555 (JMP)	ot of New York Inc., Et Al. 0000053216	FOR COURT U	JSE ONLY
Onla 2 and of the	ture: The person creditor or other p er if different from	person auth		.ny, one	1 Dy	//
Penalty for pre	senting fraudulen	claim: Fine of up	to \$500,000 or impris	onment for up to 5 years,	or both. 18 U.S.C. §§ 152	and 3571



## EXHIBIT B

[Executed Evidence of Transfer of Claim

## AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, Stichting Waardepot Finvestor ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Barclays Bank PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 53295 / 53232 / 53216 / 53140 / 48999 / 46439 / 53318 / 53356 / 53880 / 53964 filed by Seller or Seller's predecessor in interest (the "Original Claimant") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c) and (d), the "Transferred Claims").

Original Claimant transferred the Transferred Claims to Seller as evidenced at Docket No.

- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. For the avoidance of doubt, Purchaser is entitled to all distributions and/or proceeds related to the Transferred Claims. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Seller (i) shall not take (or refrain from taking) any action or make, implement or engage in any discussion or negotiation with respect to the Transferred Claims (collectively, an "Act"), which includes, without limitation, (A) any vote to be made, or ballot to be cast, in connection with the Transferred Claims or (B) any Act in respect of the Order Pursuant to Sections 105(b) and 502(b) of the Bankruptcy Code and Bankruptcy Rule 9019 Approving Procedures for the Determination of the Allowed Amount of Claims Filed Based on Structured Securities Issued or Guaranteed by Lehman Brothers Holdings Inc., dated August 10, 2011 (the "Order") [Docket No. 19120], or any other attempt to fix or establish the amount or priority of the Transferred Claims or any part of them, other than in accordance with the prior instructions of Purchaser and (ii) shall take (or refrain from taking) any Act with respect to the Transferred Claims in accordance with the prior instructions of Purchaser. Each of Seller and Purchaser agrees to (a) execute and/or deliver, or cause to be executed and/or delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller shall furnish and convey to Purchaser or Purchaser's designee at the address specified herein (or at such other address as Purchaser otherwise directs) all written information and documents received by Seller with respect to the Transferred Claims, including, without limitation, any information and documents related to the Order or any vote to be made, or ballot to be cast, in connection with the Transferred Claims, as soon as practicable after the same are received by Seller, but in any event within three (3) Business Days of such receipt; provided, however, that if such information or documents relate to any matter in respect of which an Act is to be taken, Seller shall furnish and convey such information or documents to Purchaser or Purchaser's designee as soon as practicable upon receipt and, in any event, prior to such time when such Act is to be taken if received with reasonably sufficient time for Seller to furnish or convey such information or documents.
- 8. Seller authorizes Purchaser to act in Seller's name, place and stead, to demand, sue for, compromise and recover all such sums of money which now are, or may hereafter become due and payable for, or on account of the Transferred Claims herein assigned. Seller grants unto Purchaser full authority to do all things necessary to enforce the Transferred Claims and Seller's rights thereunder or related thereto pursuant to this Agreement and Evidence of Transfer. Seller agrees that the powers granted by this Section are discretionary in nature and exercisable at the sole option of Buyer. Purchaser shall not have any obligation to take any action to prove, defend, demand or take any action with respect to the Transferred Claims otherwise in the Proceedings.
- 9. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

17 Hug 2011 1:28PM HP LHSEKJET FHX

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IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this ff day of August, 2011.

SELLER

Name: Jesse Kaptein Title: Managing Director

Address: Stichting Waardedepot Finvestor Maliebaan 70 II 3581 CV Utrocht The Netherlands

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Name Jukka Helanto Title: Chief Financial Officer

Address: Stichting Waardedepot Finvester Maliebaan 70 II 3581 CV Utrecht The Netherlands Barclays Bank PLC

By: Name: Daniel Crowley Title: Managing Director

Address: 745 Seventh Ave. New York, NY 10019

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## SCHEDULE 1

# Transferred Claims

Purchased Claim

\$4,738,740.20 or 100% of each claim of 53295 / 53232 / 53216 / 53140 / 48999 / 46439 / 53318 / 53356 / 53880 / 53964 which totals 4,738,740.20 (the outstanding amount of the Proof of Claim as of August 17, 2011), plus all accrued interest, fees and other recoveries due.

Lehman Programs Securities to which Transfer Relates

Accrued Amount (as of Proof of Claim Filing Date)	USD 42,543.00	USD 28,362.00
Maturity	15 February 2035	15 February 2035
Coupon	CMS -	CMS - Linked
Principal/Notional Amount	EUR 30,000	EUR 20,000
Guarantor	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.
Issuer	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.
ISIN/CUSIP	XS0210433206	XS0210433206
Description of Security	LEHMAN BROTHERS TREASURY CO. B.V. Issue of EUR 225,000,000 Fixed Rate/CMS-Linked Notes due February 2035 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$25,000,000,000 Euro Medium-Term Note Program	LEHMAN BROTHERS TREASURY CO. B.V. Issue of EUR 225,000,000 Fixed Rate/CMS-Linked Notes due February 2035 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$25,000,000,000 Euro Medium-Term Note

Schedule 1-1

USD 1,418,100.00	USD 141,810.00	USD 33,962.00	
15 February 2035	15 February 2035	15 February 2035	
CMS - Linked	CMS - Linked	CMS -	
EUR 1,000,000	EUR 100,000	EUR 24,000	
Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	
Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	
XS0210433206	XS0210433206	XS0210433206	
LEHMAN BROTHERS TREASURY CO. B.V. Issue of EUR 225,000,000 Fixed Rate/CMS-Linked Notes due February 2035 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$25,000,000,000 Euro Medium-Term Note Program	LEHMAN BROTHERS TREASURY CO. B.V. Issue of EUR 225,000,000 Fixed Rate/CMS-Linked Notes due February 2035 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$25,000,000,000 Euro Medium-Term Note Program	LEHMAN BROTHERS TREASURY CO. B.V. Issue of EUR 225,000,000 Fixed Rate/CMS-Linked Notes due February 2035 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$25,000,000,000 Euro Medium-Term Note	

TREASURY CO. B.V. Issue of EUR 225.000,000 Fixed Rate/CMS-Linked Notes due February 2035 Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$25,000,000,000	A30210433200	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUK 39,000	Linked	15 February 2035	USD 70,755.00
15 February 2035LEHMAN BROTHERS TREASURY CO. B.V. Issue of EUR 225,000,000 Fixed Rate/CMS-Linked Notes due February 2035 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$25,000,000,000	XS0210433206	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 47,000	CMS -	15 February 2035	USD 66,650.70
LEHMAN BROTHERS TREASURY CO. B.V. Issue of EUR 225,000,000 Fixed Rate/CMS-Linked Notes due February 2035 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$25,000,000,000	XS0210433206	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 75,000	CMS - Linked	15 February 2035	USD 106,357.50

LEHMAN BROTHERS TREASURY CO. B.V. Issue of EUR 225,000,000 Fixed Rate/CMS-Linked Notes due February 2035 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$25,000,000.000 Euro Medium-Term Note	XS0210433206	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,000,000	CMS - Linked	15 February 2035	USD 1,415,100.00	
LEHMAN BROTHERS TREASURY CO. B.V. Issue of EUR 225,000,000 Fixed Rate/CMS-Linked Notes due February 2035 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$25,000,000,000 Euro Medium-Term Note	XS0210433206	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,000,000	CMS - Linked	15 February 2035	USD 1,415,100.00	